

Office DEPOT.

Date

VIA UPS

[Inside Address for Recipient]

Dear [Add]:

This letter will serve as a request from Office Depot, Inc., including its subsidiary and affiliate companies (collectively, “Office Depot” or “Company”), for proposals (“RFP”) from a few carefully selected law firms (“firm” or “bidder”) that are being considered to provide excellent and cost effective legal services on an exclusive or semi-exclusive basis related to Office Depot’s global intellectual property-related needs. These needs include trademark-related issues (i.e., trademark prosecution, trademark oppositions, global trademark portfolio management, and trademark licensing), and a variety of other intellectual property-related issues (i.e., domain name disputes, UDRP, copyright issues, etc.). To the extent necessary, Office Depot will, of course, use other professionals to advise it from time to time, but the expectation is that most or all of its legal representation for global intellectual property-related – excluding patent – issues will be concentrated in the firm selected through the RFP process outlined in this letter. In addition, Office Depot may later consider the efficacy of internalizing the global trademark prosecution functions while using the selected firm for enforcement related activities, including oppositions, cancellations, etc.

Office Depot intends to establish a value-added relationship with the successful law firm, such that Office Depot and the firm will work in close collaboration on intellectual property-related issues, and Office Depot will realize economies from the close relationship(s). In turn, the successful law firm will enjoy a preferred provider relationship with one of the world’s leading retailers. As more fully described herein, Office Depot expects all responding firms to suggest creative, alternative billing arrangements and other value-added proposed arrangements. To this end, we strongly encourage you to consider certain fixed-fee arrangements, whereby your firm will bill Office Depot a fixed fee for specific types of matters without regard to the amount of time actually incurred by the firm, caps on associate and partner billing rates, and other creative billing schemes.

Office Depot is interested in thoughtful responses to the requests outlined in Attachment A, attached hereto, which take into account the specific nature of Office Depot’s businesses. In order to assist firms in responding, Office Depot encourages you to visit its web site at www.officedepot.com, where you can access our annual report and other Company information.

If you receive this RFP and intend to submit a proposal, please confirm such intent to [ADD] by facsimile at [Fax Number] by [Date].

We look forward to receiving your response.

Best Regards,

ATTACHMENT A

RFP TERMS AND CONDITIONS

Office Depot will receive written proposals responding to the requests contained in this Attachment A from law firms through and including **[DATE]**. Please submit four (4) copies of your proposal to Office Depot, Inc., 2200 Old Germantown Road, Delray Beach, FL 33445, Attn.:**[NAME OF ATTORNEY TO RECEIVE PROPOSAL]**, Office of General Counsel. Please mark your proposal "Personal and Confidential." Office Depot reserves the right to reject any proposal that is not received by the deadline of July 30, 2008.

All information provided by Office Depot in connection with this RFP, including the fact that this RFP process itself is underway, shall be considered confidential and proprietary information of Office Depot and must not be disclosed to individuals outside your firm without prior written approval from Office Depot. All documentation and/or ideas submitted by your firm shall become the property of Office Depot, and will not be returned. Any material submitted by your firm that is to be considered confidential must be clearly marked as such and must include all applicable restrictions.

If during this process a firm has a question or requests additional information, Office Depot will provide the same information to all firms to which this RFP letter is being sent. The answers will be provided in such a format as to preserve the anonymity of the questioner. All such questions or requests must be received by **[DATE]**, and all such questions or requests received after such date will be answered, if at all, by Office Depot, in its sole discretion. (If so answered, however, the same process will apply). Should you have any questions regarding this letter or the RFP process, please contact the undersigned at **[TELEPHONE FOR ATTORNEY TO RECEIVE PROPOSAL]** or **[EMAIL FOR ATTORNEY TO RECEIVE PROPOSAL]**. **You are not authorized to contact any other Office Depot employees concerning this RFP. Failure to adhere to this requirement will be grounds for disqualifying your proposal.**

Office Depot may award this bid by acceptance of any proposal received without further negotiations or discussions or award this bid after further interviews with the finalist law firms. Initial proposals in response to this RFP should, therefore, set forth the most favorable terms and conditions that you are prepared to offer. Please also provide succinct responses that clearly answer each question. Brevity and clarity are appreciated.

As noted, following its review of the written proposals, Office Depot may ask firms in which it continues to have an interest to travel to our corporate headquarters in Delray Beach, Florida, at their own expense, for an interview. In no event will Office Depot schedule meetings in advance of receipt of your RFP response, and the only meetings Office Depot intends to hold, if any, are with the finalist law firms. Please note that your firm should not use this interview, if invited, as a basis for changing your firm's bid as no bid may be changed after the submission deadline, unless specifically requested by Office Depot. If your firm is invited to the interview, the expectation would be for the people actually being proposed to work on our account attend. There is no benefit in bringing "business development" or "marketing" representatives of your firm unless these are also the people who will perform the work called for by this RFP.

This RFP does not in any way bind Office Depot to any obligations, or impose liability for any costs or expenses incurred by your firm in responding to the proposal or traveling to an interview in connection with this RFP, and as such, all costs incurred in the preparation and presentation of this RFP shall be wholly absorbed by your firm. Office Depot, in its sole discretion, may or may not make an award, and reserves the right to reject any and all responses received.

Each bidder should recognize, however, that the engagement contemplated by this RFP is not exclusive, and Office Depot reserves the right to continue to use other outside firms on a case by case basis, and to terminate the engagement at any time without cause or if Office Depot is not satisfied with the performance of the bidder.

OFFICE DEPOT'S CURRENT INTELLECTUAL PROPERTY PRACTICE

Office Depot has developed several exclusive private brands that are sold through its various retail channels. Growing those private brands and the penetration of those private brands globally is one of Office Depot's most important initiatives. We have recently undertaken developing numerous brand names for our private brand products. Protection of these names is paramount to our success. We must ensure that we are able to sell these products free of infringement or legitimate threat of infringement throughout the world.

Currently, Office Depot's trademark portfolio consists of approximately two thousand trademarks worldwide. We vehemently protect our trademarks throughout the world. As Office Depot expands globally, we will continue to register and enforce our family of marks in new jurisdictions.

SCOPE OF RFP

Office Depot anticipates that the responsibilities of the firm performing this work will be global in nature. The trademark matters may include trademark preparation and prosecution, management of our global trademark portfolio of approximately 2,000 trademarks and over 800 domain names, conducting worldwide trademark clearance searches, and providing opinions based on these searches, filing opposition proceedings throughout the world, as necessary, assisting in resolving domain name disputes, and any other intellectual property-related matters that may arise from time-to-time. Outside counsel must be knowledgeable and proficient in all areas of intellectual property, but especially proficient in trademark prosecution, management of a large trademark portfolio, and conducting and preparing opinions on trademark availability searches. It is also possible that some Internet related cases may arise on occasion as Office Depot is the fourth largest Internet retailer.

Office Depot expects that the successful firm will designate a "relationship partner" to work with the Office of the General Counsel and members of our business teams and to ensure appropriate and efficient staffing of all matters. Office Depot expects to resolve with the relationship partner any concerns or difficulties in the relationship. While the relationship partner may (and should) appoint one or more other partners to work with Office Depot in his or her absence, Office Depot expects that the relationship partner will generally be accessible to Office Depot's management whenever and wherever required to respond to inquires from Office Depot.

GENERAL INFORMATION

Please provide the following general information:

- (a) Legal name of bidder, address of headquarters office, and address of each office at which services will be provided.
- (b) A list of third party references who can provide feedback on the bidder for similar projects.
- (c) Any business or personal relationships the bidder has with Office Depot or any of its management.

PRICING

Please quote hourly rates for professionals that you would expect to assign to Office Depot's account, including the relationship partner. Please also quote any fixed fee arrangements you feel you can provide related to trademark matters, such as trademark prosecution, trademark clearance searches and opinions, and any other such matters.

SPECIFIC EVALUATION CRITERIA

While Office Depot encourages each bidder to submit its best proposal in terms of the fee, Office Depot will award the project to the bidder who provides the greatest overall value to Office Depot as determined by Office Depot in its sole discretion. In other words, this is not a case in which the lowest "bid" necessarily will be successful. In order to assist Office Depot in evaluating your proposal against the proposals of other firms, please provide the following additional information:

- (a) Describe the firm, including the number of lawyers and the number of lawyers practicing specifically in the area of trademark prosecution.
- (b) Describe the firm's Anti-Discrimination and Affirmative Action/Equal Opportunity policies, and identify the number of women and minority associates and partners, and whether such persons would be assigned to Office Depot matters.
- (c) Describe the firm's general intellectual property experience and other related experience of each attorney that may be assigned to Office Depot, broken out by specific area of specialty (copyright, domain names, trademarks, etc.).
- (c) Provide the name of, specific contact information for, and background information on each person, including attorneys, who is identified as being responsible for intellectual property matters. Please separate them by specific area of specialty (copyright, domain names, trademarks, etc.).
- (d) Please respond to the following trademark, domain name, and internet-related questions:
 - (1) Describe your firm's international trademark experience, including, but not limited to, number of clients with major brands and a worldwide portfolio, the extent of your firm's worldwide local agents network, and a general description of the types of matters your trademark team has been involved in around the world.
 - (2) Describe your firm's expertise with respect to advising clients on global brand management and protection strategies, including, but not limited to tips for effective global searching and filing strategies, cost reductions, and efficiencies in selection of and communication with foreign agents around the world.
 - (3) Describe your firm's experience with international domain name and internet-related enforcement. Provide an example of a particularly challenging jurisdiction in which the firm has successfully handled an internet enforcement matter.
 - (4) Describe the process your firm would use for the intake of Office Depot's worldwide trademark portfolio and the strategies that would be used for any

necessary record clean-up (e.g., independent verification of records, registrations that should or should not be renewed, etc.).

(5) Describe your firm's experience with viral marketing and other advertising-related activities.

(6) Identify the trademark database that your firm uses and whether Office Depot's legal team would be given access to up-to-date and accurate information on its portfolio and the status of all pending matters.

(7) Describe the firm's process for auditing and/or otherwise checking the accuracy of the trademark database.

(8) Describe how your firm would work with Office Depot to be cost-sensitive and monitor and minimize expenses.

(9) Provide a detailed, itemized listing of your firm's proposed standard charges on a per country basis or consolidated where applicable, including, but not limited to, standard charges for:

- (i) trademark clearance (including opinion letters);
- (ii) responses to office actions;
- (iii) maintenance (per class);
- (iv) trademark watch services;
- (v) recordals & assignments;
- (vi) oppositions and/or cancellation proceedings; and,
- (vii) domain name enforcement.

(10) Provide the hourly rates for professionals that you would expect to assign to Office Depot's account, including the relationship partner.

(11) If you have a proposal for a fixed-retainer fee arrangement with respect to the management of Office Depot's worldwide trademark portfolio, please itemize each specific task/service that would be included in the retainer and your firm's proposed fixed fee. Again, fixed- retainer fees are strongly encouraged.

(12) Describe your firm's philosophy regarding customer service to its legal clients. Provide an example of a challenging customer service issue and the firm's actions to resolve the issues.

(13) Describe your firm's standard reporting capabilities and formatting for trademark searches, application filings, office action responses, renewals and other routine matters. Please provide an example. Specifically address whether your firm is capable of providing periodic reporting at specified intervals (e.g.: 30 days for actions taken, 45 days for domestic deadlines and 90 days for international deadlines). See headers for sample reporting format attached as **Exhibit A**.

Please be aware that it is Office Depot's expectation that your firm will take all Office Depot's trademark information provided to you and place it in your records at no charge to Office Depot.

INTRODUCTORY MEETING

Upon award of this bid, if any, each successful bidder(s) will be required to attend, at its expense, an introductory meeting to learn more about our Company and legal department personnel involved in intellectual property matters. Such meeting shall be approximately a three hour meeting at Office Depot's corporate headquarters in Delray Beach, Florida to meet Office Depot's legal personnel with whom the attorneys will need to consult while completing intellectual property-related matters. Please provide an overview of who would attend from your firm and of the presentation you would give.

REPORTING CAPABILITIES AND PROCEDURE

In addition to the capabilities described in Question 13 above and **Exhibit A**, the successful law firm must have state of the art capability to communicate with Office Depot via e-mail and to electronically transmit and receive documents globally. Office Depot's systems utilize Word® as a word processing system as well as Adobe®, Excel® and Outlook® for certain exhibits and other purposes. Please identify your compatible systems, or identify how you will commit to make them compatible, at your expense. In addition, please describe how the bidder will keep Office Depot up to date on the status of each matter.

MASTER SERVICES AGREEMENT

Finally, the successful law firm must enter into a Master Services Agreement with Office Depot. A copy of the Office Depot form Master Services Agreement is attached hereto as **Exhibit B**. Please provide comment to these terms and conditions in your response.

EXHIBIT A

Sample desired reporting format

OD Deadlines - Foreign Only - 90 Days									
Mark	Application No.	Application Date	Reg. No.	Reg. Date	Class(es)	Next Action	Due Date [3 days before foreign counsel actual deadline]	Remarks	OD's Instructions Needed
OFFICE DEPOT	76/123,456	07/28/2008	1,234,567	07/28/2008	9, 16	Renewal Due	08/28/2008	n/a	

OD Deadlines – U.S. Only - 45 Days									
Mark	Application No.	Application Date	Reg. No.	Reg. Date	Class(es)	Next Action	Due Date [1 day before actual deadline]	Remarks	OD's Instructions Needed
OFFICE DEPOT	76/123,456	07/28/2008	1,234,567	07/28/2008	9, 16	Renewal Due	08/28/2008	n/a	

Exhibit B

MASTER SERVICES AGREEMENT

This Master Client Services Agreement (the "Agreement") is entered into as of this ____ day of _____, 2008, ("Effective Date") by and between Office Depot Inc., a Delaware corporation ("Client") with its principal offices at 2200 Old Germantown Road, Delray Beach, FL 33445 and _____, a _____ with its principal offices at _____ ("Law Firm").

- LAW FIRM'S SERVICES.** Law Firm agrees to provide general legal advice and representation to Client ("Services") pursuant to the Outside Counsel Engagement Guidelines Series 2006 of Office Depot, Inc. ("the Guidelines") attached hereto as Exhibit B-1, which may be modified from time to time in the Client's sole discretion. From time to time, Client may request additional services from Law Firm which services shall be fully set forth in a Statement of Work ("SOW") in the form attached hereto as Exhibit B-2. Each SOW shall incorporate the terms and conditions of this Agreement by reference. No work is to commence pursuant to any engagement of Services until a completed SOW has been signed by Client and Law Firm. However, the parties acknowledge that there may be emergency circumstances that compel commencement of work prior to completion of a SOW (for example, emergency relief in litigation, danger of statute of limitations running, etc.), in which event work may commence upon authorization of the General Counsel of Client (or his or her designee) and a SOW will then be completed and executed as soon as practicable in the circumstances.
- COMPENSATION.** Client shall pay Law Firm only those fees that are specifically set forth in (or are calculated in accordance with) Exhibit B-1 attached hereto ("Fees") or as otherwise set forth in the applicable SOW. Invoices for undisputed amounts submitted to Client will be paid within sixty (60) days from receipt.
- INSURANCE.** Law Firm shall maintain professional liability insurance covering all Services with limits as set forth in the Guidelines, or as required by law.
- CONFIDENTIALITY.** Law Firm agrees that the terms and conditions of this Agreement shall be confidential, and that Law Firm shall take all steps reasonably required to preserve the confidentiality and privilege of all communications between Client and Law Firm.
- TERM AND TERMINATION.** The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and may be renewed upon mutual written agreement of Client and Law Firm. This Agreement and/or SOW may be terminated by Client at anytime. Law Firm may terminate this Agreement if Client has breached this Agreement and failed to cure said breach within thirty (30) days written notice of the same, including failure to pay Law Firm's invoices in accordance with the terms hereof.
- RETURN OF CLIENT PROPERTY.** Upon any termination of the Agreement, Law Firm agrees to immediately turn over to Client any and all records, files, documents, writings and data of every kind and nature ("Files") relating to the Services performed and agrees not to retain any copies or other electronic reproductions of the Files unless consented to by Client, except for one archive copy that Law Firm may retain (at its expense) for future reference in dealings between Client and Law Firm. Work product created for Client may not be used for any other client of Law Firm.
- NOTICE.** All notices required to be given under this Agreement must be given in writing and delivered either by hand, by certified mail, return receipt requested, postage pre-paid, or by reputable overnight courier, all delivery charges pre-paid, and addressed as follows: If to Client:

Office Depot, Inc., 2200 Old Germantown Road, Delray Beach, FL 33445, Attn: _____; with one copy to
Attn: Office of General Counsel, same address. If to Law Firm: _____,
Attn.: _____ .

8. **AUDIT RIGHTS.** Client shall have the right, at its own expense, to use internal resources or direct an independent certified public accounting firm to inspect and audit those books and records of Law Firm that are specifically relevant to the Services rendered or payment for Services.

9. **PUBLICITY.** Law Firm agrees that it will not, without the prior written consent of Client, use in advertising, publicity or otherwise the name of Client or any affiliate of Client, or refer to the existence of this Agreement in press releases, advertising or other materials distributed to prospective customers, including lists of representative clients.

10. **DISPUTE RESOLUTION.** Each party commits that in the event a dispute should arise under this Agreement or relating in any manner hereto, the parties shall first endeavor to resolve their dispute by good faith negotiations between or among the parties. If the parties are unable to resolve their dispute, then the matter shall be reviewed by a senior level executive of each party (in the case of Client by a Vice President or higher). In the event these senior officers are unable to resolve the matter, the parties agree to attempt to mediate their dispute within thirty (30) days after the dispute initially arose, using a third party mediator. All mediation proceedings shall be confidential, and no information exchanged in such mediation shall be discoverable or admissible in any litigation involving the parties.

11. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits, schedules and attachments, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof with the exception of any prior confidentiality agreements between the parties. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

OFFICE DEPOT, INC.

[INSERT LAW FIRM NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: Vice President

Title: _____

By: _____

Name: _____

Title: Executive Vice President

EXHIBIT B-1

OUTSIDE COUNSEL ENGAGEMENT GUIDELINES SERIES 2006 ("GUIDELINES")

I. INTRODUCTION

- A. These Guidelines are intended to communicate the requirements of Office Depot's Office of the General Counsel ("OGC") with respect to outside counsel's handling of legal matters on behalf of Office Depot, Inc. and its affiliated companies (collectively, "Office Depot").
- B. In order to perform legal services for Office Depot, attorneys and law firms (herein "Counsel") representing Office Depot are required to comply with these Guidelines, unless otherwise agreed to in writing by an attorney in the legal department. Office Depot will not be responsible for payment for legal services, expenses or costs that are incurred in contravention of these Guidelines.
- C. To the extent that any of the terms and conditions of these Guidelines conflict with previous billing guidelines, engagement letters or other agreements between you and Office Depot, these Guidelines supersede all prior agreements or arrangements, except to the extent set forth on **Schedule A**. These Guidelines shall be known as the "Outside Counsel Engagement Guidelines, Series 2006, of Office Depot, Inc."

II. TEAM CONCEPT

- A. An attorney in the OGC will be Counsel's contact with Office Depot (the "Supervising Attorney"). You may also have another contact at one or more of Office Depot's affiliated companies. You **must** copy the Supervising Attorney on all correspondence that you direct to any other employees of Office Depot. If a non-legal professional within Office Depot requests legal services, please notify an attorney in the OGC to ensure that a Supervising Attorney is assigned to the matter.
- B. We expect and encourage outside counsel to **communicate frequently** with the Supervising Attorney on the matter(s) or case(s) being handled. We expect prompt, timely responses to our inquiries and advance notice of all significant events in a case or matter. Counsel should communicate promptly on any significant developments in the case or matters such as depositions, discovery responses, expert reports, settlement options, dispositive motions, etc. While we rely on our outside Counsel and their expertise, please note that you are not authorized to make substantive decisions, such as whether to settle a case, or for how much, without the express written authorization of the Supervising Attorney.
- C. All documents prepared by outside Counsel for service or filing should be sent to the Supervising Attorney with ample time to allow for meaningful review (e.g., a minimum of one week for major documents and non-urgent matters). Only in exceptional circumstances (for example, an emergency hearing) should the Supervising Attorney be given less than seventy-two (72) hours to review work product.
- D. Copies of final or as-filed documents must be sent to the Supervising Attorney, as should copies of all substantive file memoranda. These memoranda should be sent in the form they exist for you and should not be finalized or polished for this purpose. They should be sent as soon as practicable after they are created or filed.

- E. Please send any materials (i.e. correspondence, documents to be reviewed spreadsheets, etc.) electronically via e-mail to the Supervising Attorney. Microsoft programs are preferred, but we can convert WordPerfect documents. Signed documents should be scanned to a PDF file or comparable format or faxed. Electronically transmitted final documents do not need to be followed by hard copies unless expressly requested by the Supervising Attorney.

III. ASSIGNMENT OF A MATTER

- A. The Master Services Agreement to which these Guidelines are attached constitutes an understanding that Office Depot may assign legal matters to you in the future. It does not imply that any particular matters, or indeed any matters at all, will be assigned to you. Each individual assignment will take the form of a Statement of Work (“SOW”) in the form attached as **Exhibit B-2** to the Agreement. Wherever practicable, a SOW must be completed prior to the commencement of any work on behalf of Office Depot. In an emergency situation, a Supervising Attorney may authorize you to commence work, provided that a SOW must be completed as soon as practicable thereafter.
- B. Generally, legal matters assigned to Counsel (other than those of a very complex nature, or requiring specialized expertise) should be handled by one attorney who may, when appropriate, be assisted by an associate or paralegal. If a matter requires simultaneous handling by more than one attorney, the firm must obtain prior approval from the Supervising Attorney. We expect that Counsel assigned to a matter will remain on that matter from start to finish unless otherwise discussed and approved by the Supervising Attorney.
- C. Within thirty (30) days of retention for a particular matter pursuant to a SOW, Counsel shall submit a legal plan of action for the transaction or litigation matter (the “Case Plan”) and a budget (the “Case Budget”) for that matter. The Case Plan and Case Budget shall be updated promptly as circumstances require.
- D. The Case Plan should contain a detailed strategy, which should include an initial analysis of the transaction or lawsuit, identification of issues and objectives, development of a strategy, identification of required activities, target dates for completion and the projected cost for each phase. The Case Plan may be in letter or outline form.
- E. The Case Budget may be incorporated in the Case Plan or may be submitted separately in letter, outline or spreadsheet form. We take Case Plans and Case Budgets very seriously and expect Counsel to stick to the Case Plan and Case Budget for a given SOW unless deviation is discussed with the Supervising Attorney and approved.
- F. The level of expertise of the persons from your firm working on an assignment must be appropriate to the complexity of the task. For example:
- Partners should not bill for tasks that can be more economically performed by associates (or at least should not bill at their partner rates).
 - Similarly, associates should not bill for tasks that can be more economically performed by paralegals.
 - The use of summer associates, interns or law clerks on any matter must be discussed with the Supervising Attorney. We expect the costs associated with the use of such personnel to be strictly scrutinized by the billing partner (i.e., Office Depot does not expect to pay for general research or “busy work” performed by summer associates, interns or law clerks). Generally speaking, we view your summer associate programs as more in the nature of a recruiting tool for your law firm, and find that we seldom get much

added value from the use of summer associates for anything other than routine research projects.

- G. We are to be consulted in advance about the lawyers at your firm who will work on a matter, including both the overall staffing structure and the individuals involved. We generally request continuity in the lawyers who work on our matters, both in the course of a single representation and in subsequent representations, so that we may benefit from counsels' experience in working with us and on our issues. If staffing must be changed in the course of a matter, we do not expect to be charged for bringing a replacement up to speed.
- H. "Local" counsel, experts and other consultants may not be retained without our prior approval. We expect local counsel and significant consultants to be governed by these Guidelines and we ask that you provide a copy to local counsel and consultants when they are retained. The terms of any expert or consultant's engagement must be discussed in advance with us.

IV. CONFLICTS

- A. Office Depot's has subsidiaries and affiliates that may conduct business under various trade names. It is important that you be sensitive both to direct conflicts of interest posed by your representation of Office Depot's subsidiaries or affiliates and other clients, and the more indirect, but nevertheless serious, conflicts that may arise from your firm's advocacy on behalf of other clients of positions conflicting with important Office Depot business interests. We expect to be informed of, and consulted with respect to, all potential conflicts promptly, including any positions the firm has taken or is presently taking on issues which to your knowledge may be adverse, harmful or otherwise prejudicial to the interests of Office Depot and its subsidiaries or affiliates.
- B. You must ensure that you have the necessary information with respect to Office Depot and its subsidiaries or affiliates to thoroughly assess these issues. A list of Office Depot's affiliated companies and trade names is attached hereto as **Schedule B** to assist you in your evaluation of this issue. This list will be updated from time-to-time. Please be mindful that this list is highly confidential and should not be used for any external purposes.
- C. Office Depot will not pay any bills related to your conflicts of interest searches or investigations to ascertain whether you can enter into a SOW with Office Depot.

V. MEDIA RELATIONS

- A. Office Depot does not authorize outside Counsel to comment publicly on any aspect of Office Depot's legal matters or business. All media inquiries must be discussed with the Supervising Attorney before responding to the media contact in any way. (This includes even "no comment" or other non-substantive responses.) Generally, we will instruct Counsel to direct media inquiries to our Communications Office at corporate headquarters.
- B. We are aware that many law firms have engaged in comprehensive marketing of their services. Nonetheless, Office Depot does not permit you to advertise or promote the fact of your relationship with Office Depot in the course of your marketing efforts unless we specifically agree otherwise, other than listing Office Depot as a representative client. In most cases, we are willing to allow you to mention that you represent Office Depot, but in all

cases, we must know the content and context of any such mention of our Company and your representation of Office Depot.

VI. FEES, EXPENSES & BILLING REQUIREMENTS

A. Hourly Rates

1. The hourly rates for legal services offered by your firm must be agreed to in advance prior to undertaking a particular matter.
2. The implementation of any rate increase requires Office Depot's written consent. Office Depot will not honor unilateral rate increases that are not approved in advance by the Supervising Attorney.
3. Where services are rendered on a basis other than hourly rates, a specific agreement must be included as part of the SOW.

B. Invoices

1. Implicit in the submission of a statement for services rendered and out of pocket disbursements is the assurance of the billing partner that he or she has reviewed the bill and is satisfied that the services billed were effective and efficient and produced appropriate value for the dollars being billed.
2. **Office Depot will not pay for:**
 - Preparation of invoices or responses to billing inquiries
 - Interest on invoices
 - Time spent reviewing or analyzing the law firm's conflicts issues, opening or closing the file, or other administrative activities
 - Clerical work
 - Charges directly related to the departure of a lawyer or paralegal (including startup work or higher rates for replacement personnel)
 - Research or any other work initially prepared for other files. Only the initial matter for which such research was actually performed may be charged. Any charge for the subsequent use of the research is limited to the time spent adapting and updating the research to the current matter
 - Incoming fax charges
 - Fees related to the preparation and filing of motions for extension of time, unless such motions are necessitated by the actions and/or omissions of Office Depot
 - Intra-Office communications, such as conferences and telephone calls, unless such conferences & calls are for the purpose of formulating legal strategy and limited to no more than one half-hour conference every month, or are pre-approved by the Supervising Attorney.
3. **Office Depot will not pay for the following without prior approval:**
 - Time incurred performing legal research, including computerized, in excess of \$1,500 for a given month.
 - Any online costs of legal research, such as Westlaw and Lexis, which exceed \$500 per month. In no event will we pay for any mark-up charges on computerized legal research (i.e., we should be charged no more than your actual cost). *Please be cognizant of the costs that you incur performing electronic research, as this provision will be enforced.* You should utilize any cost-saving techniques available to you, such as free printing services, cost-effective research techniques (i.e., hourly v. transactional searches), reviewing legal authority off-line, and printing cases through free services, such as West Find & Print and other Internet resources.

- Digesting or otherwise preparing page and line summaries of depositions or other recorded testimony before trial is imminent
- Excessive reworking or redrafting of pleadings, correspondence, legal memoranda, or other documents
- Trial preparation undertaken when trial is not imminent
- More than one attendee or participant at a deposition, trial, mediation, arbitration, hearing, court appearance, meeting with third parties and other similar or related events including conference calls, unless advance approval is given
- Duplicated efforts
- Motions and legal memoranda prepared outside of the initial Case Plan
- Activities that otherwise deviate from the Guidelines and procedures set forth herein

C. EXPENSES

1. Office Depot will only pay the actual incurred costs for expenses (without "premiums" or "markups" and net of any discounts or incentives).
2. Any expense of \$500 or more must be pre-approved by the Supervising Attorney, except for travel-related expenses, discussed below.
3. All invoices for expenses must have supporting documentation available for review upon our request, unless otherwise provided herein.
4. All invoices must contain a detailed itemization by category, cost item, and date (including detail for phone and messenger charges).
5. Whenever possible, we encourage outside counsel to use the copy and print services available at our retail stores for photocopying and related purposes.

4. Office Depot will pay for:

- Internal photocopying up to 10 cents per page. The per-page photocopying rate, the date the photocopying was performed, and the number of copies made must be noted on the bill before it can be paid.
- Actual long distance telephone charges (no mark ups will be accepted)
- **Travel:** Reasonable travel expenses, including airline transportation not to exceed coach fares will be reimbursed. We will pay mileage at the IRS approved rate. Travel charges must provide detailed travel and itinerary information. We expect you to use appropriate efforts to obtain available discounts and to pass the benefit of such discounts on to Office Depot. We expect charges for unproductive travel time to be kept to an absolute minimum and in no event to exceed five (5) hours in a single day. **To qualify for payment, expense bills must contain an "expense account" level of detail and must be accompanied by receipts and other expense documentation for all travel and reimbursements.** Pre-approval is required for all anticipated travel expenses of \$2,500 or more.
- **Meals and Accommodations:** We expect you to be prudent both in selecting hotels and restaurants for which we are to be charged and in distinguishing between personal expenses and properly chargeable business expenses
- Experts and investigators' expenses, provided that they have been approved by the Supervising Attorney
- Necessary messenger delivery and air freight/courier (e.g., Federal Express, Airborne, UPS, etc.) expenses. Overnight/courier services should be used only when there is insufficient time to use standard U.S. mail, electronic mail or facsimile transmission. We also encourage you to use second day delivery where feasible and to send documents electronically, preferably in a PDF format.
- Court-filing fees, jury fees and witness fees
- Expenses for services provided by contractors or other non-employees of the law firm if pre-approved by the Supervising Attorney

5. Office Depot will not pay for:

- Travel time or expenses for your use of out-of-town lawyers or paralegals for a local matter, even if your principal office is located out-of-town.
- Unproductive travel time in excess of five (5) hours in a single day
- Case management or litigation software or systems
- Unauthorized imaging services and costs related to discovery documents
- Unauthorized creation of illustrative exhibits and other presentation materials
- Continuing education for any personnel
- Overhead, including rent, conference rooms, equipment rental, utilities, computer equipment, software, books, electronic research except as provided above, publications, seminars, office supplies, routine postage, refreshments and meals during meetings, local telephone charges, and non-attorney or non-paralegal staff (such as library staff)
- Law office staff overtime charges (unless pre-approved)
- Fees and expenses for secretarial work, word processing, proofreading, overtime transportation and meals, collating, velo binding, copying, faxing, scheduling, making travel arrangements, charges to open or close a file, organization and managing clerical work
- Costs and expenses that arise from third-parties performing facsimile and copy services
- Federal express, UPS, other express mail carriers, and/or Courier charges as a result of avoidable delay
- Inadequately described or "miscellaneous" expenses

VII. BILLING PROCEDURES

- A. Electronic billing. With limited exceptions, all law firms are expected to comply with procedures implemented for submission of Office Depot invoices electronically to [ADD BILLING SYSTEM/VENDOR NAME], including but not limited to the following:
- Each firm must provide the name and contact information of their billing administrator responsible for submitting bills to [ADD BILLING SYSTEM/VENDOR NAME].
 - Each firm's time and billing software must have the capability to export an invoice file in the "LEDES 1998B" format. For additional information about the format, please visit <http://www.ledes.org>.
 - Time and disbursement entries must be coded with the ABA-approved Uniform Task-Based Management System (UTBMS) task codes. Please visit the following ABA website for the complete code sets: <http://www.abanet.org/litigation/utbms/>.
 - The law firm's time and billing software must be configured with the UTBMS Code Sets, which requires an Internet connection, Internet Explorer 6.0 or greater and an Internet e-mail account.
 - Office Depot will be assessing a maintenance fee on the approved legal fee portion of invoices (not costs) of 1.5%. This discount will be automatically processed by [ADD BILLING SYSTEM/VENDOR NAME] and deducted from your invoice. This maintenance discount is separate and apart from any reduced hourly fee that your firm may have already negotiated with us. Firms that have a fixed fee agreement will be exempt from paying this fee.
- B. Questions regarding [ADD BILLING SYSTEM/VENDOR NAME] should be directed to [ADD CONTACT NAME].
- C. Each matter or case must be billed on a separate invoice. (Example: Weights and Measures matters for different stores should be billed on separate invoices.)

- D. Unless approved in advance, matters should not be designated as "General" without identifying a specific case or matter. "Miscellaneous" or "For Services Rendered" are not acceptable matter names.
- E. Invoices should be submitted:
1. Monthly
 2. To the attention of the Supervising Attorney
 3. Via [ADD BILLING SYSTEM/VENDOR EMAIL ADDRESS]
- F. The first page of the paper invoices must be a remittance page only, which includes:
1. The firm's IRS number, address and phone number
 2. The caption of the case or name of the matter (Litigation matters should be the style of the case or a recognizable abbreviation thereof. Please ensure that the appropriate Office Depot company is identified)
 3. An invoice number
 4. An invoice date
 5. An invoice amount
- G. Each invoice must provide a summary of the charges billed by each individual timekeeper showing:
1. His or her identity as used on the invoice
 2. His or her status (e.g., partner, associate, paralegal, etc.)
 3. His or her hourly rate
 4. Total time billed by each timekeeper included on the invoice
 5. Corresponding total dollar amount charged by each timekeeper
 6. Discounts if applicable
- H. Time Entries
1. Time must be recorded with specific detail, sufficient to understand what work was done.
 2. Each bill shall reflect entry of single-activity time records.
 3. All time must be billed in tenth-of-an-hour increments unless a pre-approved alternative fee arrangement is applicable.
 4. Block-billed time records (i.e., lumping several tasks together with a total for the time spent to perform the tasks) are not acceptable and will be returned for further clarification.
 5. Daily time should be segregated by tasks with the time expended for each task defined clearly (e.g., telephone conference with opposing counsel (.3); prepare motion to dismiss (.7)).
 6. Each time record shall provide the date of performance and the identity of the staff member performing the work.
 7. Each time record shall provide a detailed description of all work performed. This includes, but is not limited to, the following:
 - The specific identity of participant(s) and subject matter(s) involved in intra-office **and** third-party communications (e.g., telephone calls, correspondence, meetings, etc.). The Office Depot participants should never be generally referred to as "Client."
 - The purpose of a hearing
 - The identity of each deponent/interviewee when the deposition/interview is attended, prepared for, summarized, etc.
 - The purpose of extensive review of transcripts (deposition, trial, other testimony) or other documents.
 - Legal research billings, which should include a brief description of the issue researched, as well as names or citations of the digests, statutes, annotations, cases, journals, etc. reviewed (e.g., "Perform case analysis under Florida law

regarding reasonable geographical scope for employee non-competition agreements”).

- The specific non-deposition discovery performed.
 - The identity of materials/documents reviewed or drafted
8. Generic descriptions such as the following are not acceptable for billing purposes without further detail being provided:
- Attention to matter
 - Attention to file
 - Review case and issues
 - Conference with ‘so and so’
 - Review correspondence
 - Arrangement
 - Discovery
 - Trial preparation
 - Organize File
 - Meeting
 - Update strategy
 - Motion work
 - Work on project or case
 - Pleadings
 - Work on file
 - Prepare for meeting
 - Work on discovery
 - Receive/review documents
 - Research
 - Analysis
 - Any other non-descript activity

I. Outstanding Balances and Invoice Disputes

1. Office Depot’s expectation is that it will pay all invoices that comply with these Guidelines within sixty (60) days of its receipt thereof.
2. Office Depot is not responsible for charges that it disputes, and over which outside counsel does not express disagreement within ninety (90) days of the invoice. Office Depot’s expectation is that it will convey its disagreement regarding any invoice within thirty (30) days of receipt thereof either expressly to the billing law firm or by not paying the disputed amount(s). In either event, outside counsel will have notice of Office Depot’s dispute with a particular invoice within the ninety (90) day period referenced herein.
3. Unless otherwise agreed, Office Depot will not be responsible for attorneys’ fees, costs and expenses incurred more than ninety (90) days prior to the date of the invoice for said services. Our budgets are set for specific periods (usually from year to year), and matters may not be carried over from one budget period to another without prior written consent.

VIII. MISCELLANEOUS

A. Ownership of Work Product. Office Depot is the owner of the files reflecting work done on its behalf. While a law firm may retain a duplicate set of files materials (at its expense) at the termination of a matter, all original file materials are expected to be forwarded to Office Depot as promptly as possible after request for such materials.

B. Audits

1. Office Depot reserves the right to examine and audit books, records, other documents,

and supporting material for the purpose of evaluating compliance with these Guidelines, the billing requirements set forth herein, and the reasonableness of the firm's charges.

2. The books, records and documents we may examine include without limitation:
 - Original time sheets from attorneys and staff
 - Explanations of billing methods and practices
 - Attorney work product and other contents of open and closed files involving the representation of Office Depot.
 - Phone message records, diaries, etc.
 3. All requested books and records must be made available to us during business hours for examination, audit, or reproduction.
 4. We shall employ, at our discretion, internal auditors or independent outside auditors for purposes of accomplishing audits.
 5. On the basis of Office Depot's evaluation or audit(s), we may request invoice reductions, reimbursements, and reassignment of firm personnel responsible for assigned cases or new arrangements.
 6. Office Depot's prior payment of legal bills and expenses on a file does not constitute a waiver of any of its rights to request reimbursement resulting from an evaluation or audit of your firm's work and bills.
- C. Modifications to these Guidelines and Procedures
- Office Depot reserves the right to modify its Guidelines, procedures, and requirements for outside counsel as may become appropriate in the future. We will advise you of any such changes or modifications as they arise.
- D. Questions regarding these Guidelines and any notices related thereto should be directed to the Supervising Attorney.

EXHIBIT B-2

Statement of Work # _____
dated _____, 2008

to

Master Consultant Services Agreement (“Agreement”)

between

Office Depot, Inc. (“Office Depot”)

and

_____ (“Consultant”)

dated _____, 20__

This Statement of Work # ____ (“SOW”) shall become a part of the referenced Agreement between the parties. Should a conflict arise between the terms of this SOW and the terms of the Agreement, this SOW shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

SERVICES AND AGREED COMPENSATION

A. PROJECT NAME:

B. DESCRIPTION OF PROJECT:

C. SCOPE OF SERVICES:

D. DESCRIPTION OF DELIVERABLES:

E. INVOICE PROCEDURES: Invoicing and payment for Services and any reimbursable expenses, shall be in accordance with Sections 1 and 15 of the Agreement.

F. HOURS AND COMPENSATION:

Absent circumstances beyond the reasonable control of Consultant, the above compensation and time frames for completion of Services and Deliverables shall not change unless mutually agreed to by the parties in writing.

IN WITNESS WHEREOF the parties have caused their duly authorized representatives to execute this SOW as of the date set forth above.

OFFICE DEPOT, INC.

[COMPANY NAME]

By: _____

Name: _____

Title: Vice President

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: Executive Vice President

SCHEDULE A

Exceptions to Item I.C., if any

SCHEDULE B

OFFICE DEPOT, INC., a Delaware corporation
ORGANIZATION AND OWNERSHIP OF SUBSIDIARIES

[OMITTED]